

From: pace@pacew.com@inetgw
To: Microsoft ATR
Date: 1/23/02 10:19am
Subject: Microsoft Settlement

I have read about the proposed settlement with Microsoft, and I do not think that it will be effective in protecting the public against future anti-competitive behavior by Microsoft.

I hold a bachelor's degree in Computer Science and Engineering from MIT, and have 20 years of experience as a software engineer. I'd like to comment on just two of problems I see in the PFJ. I'm aware of many more problems than these, but since this is not my primary line of work, I can only afford the time to respond to these items. I don't claim that these are the two most important problems - they are just two which have affected me professionally in the past. I trust that you'll receive comments from other people on the other issues.

The PFJ should require Microsoft to disclose file formats. A huge barrier to the acceptance of GNU/Linux based systems as competitors to Windows on the desktop has been the lack of a word processor compatible with Microsoft Word. In a related area, Microsoft should be required to disclose network protocols.

One can see how documented protocols directly aid competition by noting that the SMB file sharing protocol was documented (at least to some extent) by Microsoft, and there is now a thriving market for file servers that can be used by Windows systems but that are implemented on other platforms. These file servers offer different features from any Microsoft product, and the market has shown that there is a demand for them.

To make this sort of requirement meaningful, there must be a way to penalize Microsoft if it can be shown that essential documentation is missing, camouflaged or delayed.

Another issue is that Microsoft should never be allowed to specify in an End User License Agreement that a program can only be used on a Microsoft operating system. In addition, Microsoft should not be allowed to restrict a third party who uses Microsoft program development tools from being able to distribute the resulting executables to users of other operating systems. In practice, this means that if Microsoft allows a third party user of one of its development tools to redistribute a DLL at all, then that user should be allowed to redistribute the DLL to anyone.

Thank you for your attention,

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